

**PART I - THE SCHEDULE****SECTION F: DELIVERIES OR PERFORMANCE**

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## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 LOCATION**

The Naval Air Station Lemoore is located in roughly the geographical center of California. It has an elevation of 225 feet and receives about 9 inches of rain per year. It is equal distance between Sacramento, San Francisco, and Los Angeles. (Approximately 45 minutes driving time south of Fresno, CA.)

### **F.2 FAC 5252.242-9305, PREPERFORMANCE CONFERENCE (JUL 1995)**

Within 15 days of contract award, prior to commencing work, the Contractor shall meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

### **F.3 TERM OF CONTRACT**

The contract consists of a Phase In/Phase Out, Base and option performance periods. The phase in period will be a total of 90 days and the base year will be for a period of one year. The Government has the option to extend the term of the contract in accordance with FAR 52.217-9 entitled OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES for up to four years in one year increments. The total duration of the contract including the option years and transition period shall not exceed 63 months.

### **F.4 PHASE-IN/PHASE-OUT**

(a) Upon contract award, the Contractor shall begin phase-in execution in accordance with the requirements contained in the Transition Plan submitted as required by the provision entitled, Exhibit L-2, Step II, Written Technical Proposal Submission Requirements, Volume II, Tab C, Management Approach in Section L. The Contractor shall be allowed a 3 month phase-in period after notice of award. During the phase-out period, if the incumbent Contractor is not awarded the follow-on contract, the Contractor shall continue to plan, schedule, and perform the Lump-Sum work until the expiration date of the contract. [The phase-out period will not exceed 60 days.](#)

(b) The phase-in of the Contractor will occur in conjunction with the phase-out of the government personnel. The Contractor shall not assume that government personnel will guide and direct them on how to perform this contract. The Contractor shall cooperate with the Government during the phase-in period and shall conform to the phase-in plan.

### **F.5 WORK SCHEDULES**

(a) The Contractor shall arrange his work so as not to cause interference with the normal conduct of Government business. All work schedules shall be submitted to and approved by the Contracting Officer or his designated representative. The Contractor shall adhere to the established schedules.

(b) Initial Work Schedule. Prior to ten (10) days before end of Phase-In and ten (10) days prior to the start work date of each option period, the Contractor shall submit to the Contracting Officer or his designated representative a general schedule of planned performance of work for the Contract period. The schedule shall indicate the day(s) of the week that weekly or more frequent services will be accomplished, the week of the month that items of less than weekly frequency will be accomplished, the location to receive services, and the services to be accomplished.

(c) Monthly Work Plan. Some annexes may require the Contractor to develop a monthly work plan for all work under that annex. The schedule shall be submitted to the Contracting Officer or his designated representative for approval within the time stated on the Performance Work Statement of that annex. The schedule shall identify all work, including work ordered under the indefinite quantity portion of the contract. The schedule shall identify indefinite quantity work by Delivery Order number and indicate the scheduled start and completion dates. Recurring services shall be identified and the date of performance indicated. Changes or additions to any job that prevent the Contractor from completing the work on time or which change the scope of the work should be reported to the Contracting Officer or his designated representative in writing.

(d) Utility Interruptions. If any services must be discontinued (even temporarily) due to scheduled Contract work, the Contractor shall notify the Contracting Officer or his designated representative at least ten (10) working days in advance. If the discontinued service is due to any emergency breakdown, the Contractor shall notify the Contracting Officer or his designated representative as soon as possible.

(e) Disruption of Contractor Work Schedules. The Contractor will promptly notify the Government when it appears that Government activities or personnel are hindering effective prosecution and execution of Contractor work efforts.

(f) Daily Reports. The contractor shall prepare and submit by 1600 hours each Government work day a daily report for the previous work day. The daily report will be for all annexes. The daily report shall include, but is not limited to the following: identify work accomplished the previous work day, identify Indefinite Quantity work accomplished by Delivery Order number, changes or additions to recurring services that prevented the Contractor from completing scheduled services, i.e. a "Lock Out" list or service refusal, reporting significant events such as accidents, hazardous spills, or confrontational issues. In addition to the information required herein, the Contractor is also responsible for specific requirements addressed in individual annexes.

## **F.6 GOVERNMENT PERFORMANCE OF SERVICES**

(a) Should an emergency require performance of services beyond the capability of the Contractor, or if for any reason FAR 52.246-4 entitled INSPECTION OF SERVICES - FIXED PRICE and/or FAR 52.246-12 entitled INSPECTION OF CONSTRUCTION clauses in Section E must be invoked, the Government may perform or supplement performance of such Contract services with Government personnel. Such performance shall not constitute a breach of Contract by the Government.

(b) If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph (a) above, the Contractor will permit the Government to use and operate its equipment as is necessary to perform the function during a period not to exceed 90 days at the location covered by the Contract. The Government's right to use Contractor equipment, pursuant to this subparagraph (b), will cease in the event of termination pursuant to FAR 52.249-8 entitled DEFAULT

clause in Section I. During this period, the Contractor-owned equipment used by the Government will be maintained by the Government.

(c) The Government will be entitled to an equitable adjustment for any services performed by Government personnel pursuant to this clause, if such services would normally have been required by the Contractor in the performance of the Contract. Such performance and adjustment will not constitute a Termination for Convenience of the Government within the meaning of FAR 52.249-2 entitled TERMINATION FOR CONVENIENCE OF THE GOVERNMENT clause in Section I.

(d) Nothing in this clause shall be deemed to waive or limit any rights of the Government under FAR 52.249-8 entitled DEFAULT clause in Section I.

#### **F.7 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

FAR: <http://www.arnet.gov/far/farqueryframe.html>  
 DFARS: <http://www.acq.osd.mil/dp/dars/dfars/tocword.htm>

#### **(a) Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:**

<u>NO.</u>	<u>FAR REF. NO.</u>	<u>CLAUSE TITLE</u>
F.4	52.242-15	STOP-WORK ORDER (AUG 1989)
F.5	52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

CLAUSES INCORPORATED IN FULL TEXT.